

A G R E E M E N T

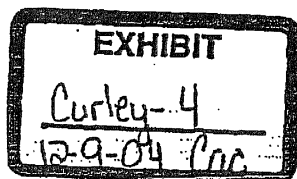
THIS AGREEMENT made this day of , 1976
by and between ADVANCED ENVIROMENTAL TECHNOLOGY, INC., 97 West
Hanover Avenue, Randolph, N. J. 07801 (hereinafter called "AETC"
or "Contractor") and ASHLAND CHEMICAL COMPANY, Division of Ash-
land Oil, Inc., (hereinafter called "Ashland").

W I T N E S S E T H

The PARTIES HERETO mutually covenant and agree as follows:

1. The Contractor shall, as requested by the Plant
Manager of Ashland's Plant located in the town of Great Meadows,
County of Warren, State of New Jersey (hereinafter called "Plant")
furnish and pay for all material, labor, power, equipment, trans-
poration and all other items necessary to remove and properly dis-
pose of certain chemical waste materials generated by the Plant
including a blend of sulfuric and nitric acids. The Ashland Plant
Manager shall specify which chemical waste materials Contractor
is to remove which shall be agreeable to the Contractor.

2. Contractor shall secure all permits and licenses
necessary for the accomplishment of the work to be done hereunder
and shall comply with all local, state or federal laws, guidelines
and regulations concerning the handling and disposal of such chem-
ical waste materials. Contractor will furnish to Ashland true copies
of the aforementioned permits and licenses upon written request
by Ashland prior to beginning the work.



AETC184

3. The aforesaid work will be performed in a good and workmanlike manner by qualified, careful, experienced and efficient workers in strict conformity with the best standard practices with all legal requirements.

4. In consideration for the Contractor undertaking and performing the work to be done hereunder, Ashland, agrees that all materials removed will become the property of the Contractor. Title to the material removed and risk of loss will pass to the Contractor upon completion of loading of the materials, IN AN "AS IS WHERE IS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER (EXPRESSED OR IMPLIED) AS TO CONDITION OR FITNESS FOR ANY PURPOSE. Ashland also agrees to pay to the Contractor such sums as are specified on the Rate Schedule attached hereto and made a part hereof.

Notwithstanding the foregoing, Ashland, acknowledges responsibility for the proper identification, packaging and labeling of the chemical materials herein in compliance with applicable Federal, State and Local Laws or regulations (D.O.T., etc.) and shall indemnify AETC for all claims or liabilities resulting from their non-compliance or mis-compliance with the aforesaid laws or regulations.

5. It is agreed that the Contractor is an independent contractor for the performance of all work undertaken under this Agreement and for the accomplishment of the desired result, and that Ashland is to exercise and have no control whatsoever over the methods and means of such accomplishment, except that the Contractor, while on the property of Ashland, shall observe rules

and regulations required by Ashland with respect to smoking, and other sources of vapor ignition and shall exercise due care and diligence to perform the work and to prevent any damage to property of Ashland or injury to persons including Ashland's Employees.

6. Contractor agrees to comply with the Federal Social Security Act, the State and Federal Unemployment Insurance Acts, the Wage and Hour Laws, any and all applicable Sales, Use and Gross Receipts Tax Laws and Regulations and all other laws and regulations; and the Contractor assumes exclusive liability for the reporting and payment of any and all contributions and taxes required thereby.

7. Each party agrees to indemnify and save harmless the other against and from any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), causes of action, suits, claims, and demands for judgments of any nature whatsoever a party may sustain as a result of the failure of the other party to comply with the provisions of this Agreement or resulting from or arising out of any negligent acts or omissions of the other party, its employees, and subcontractors in the performance of the work herein specified.

8. Contractor further agrees at his own expense to procure and keep in force insurance listed below and to furnish to Ashland certificates by a carrier acceptable to Ashland upon request. All certificates of insurance must be attested by a duly authorized representative of the Insurance Company and contain a statement that the insurance shall not be cancelled with-

out ten (10) days written notice to the Insurance Division of Ashland at 1409 Winchester Avenue, Ashland, Kentucky:

(A) COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of this contract Workmen's Compensation and Employer's Liability Insurance complying with all statutory provisions for all of its employees to be engaged in work under this contract.

(B) BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:

The Contractor shall take out and maintain during the life of this contract, such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it from claims for damages for personal injury, including accidental deaths, as well as from claims for property damage, which may arise from Contractors negligent operations under this contract, whether such operation be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than:

(i) Bodily Injury Liability Insurance, in an amount not less than \$100,000.00 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$300,000.00 on account of one accident.

(ii) Property Damage Insurance in an amount not less

than \$100,000.00 for damages on account of any one accident.

at date →
9. If the work is unreasonably delayed, or any of the conditions of the Agreement are being willfully violated or executed carelessly, then Ashland or its representatives may notify the Contractor in writing and request that he immediately remedy the deficiency or delay; and, if the same shall not be remedied within forty-eight (48) hours of notice being received then Ashland may without prejudice to any other right or remedy terminate this Agreement.

10. If within one week of being notified of the readiness of a given shipment of chemical wastes AETC does not remove the shipment or if any work is unreasonably delayed or any of the conditions of the Agreement are being willfully violated or executed carelessly, then Ashland or its representatives may notify AETC in writing and request that AETC immediately remedy the deficiency or delay, and, if the same shall not be remedied within forty-eight (48) hours of notice being received, then Ashland may, without prejudice, employ any other contractor or person to remove any or all of the quantity of waste material in the aforesaid order.

10. The Contractor shall cooperate fully with Ashland in performing the work to be done hereunder and shall ^{NOT} interfere with other operations at Ashland's Plant.

11. The terms, provisions, covenants, or conditions herein contained shall control in the event of any conflict with any provision, term, covenant, or condition in any other document executed

AETC188

between the parties. This Agreement constitutes the entire agreement between the parties and no addition to or modification of any of the provisions shall be binding unless made in writing and signed by a duly authorized representative of Ashland and Contractor.

12. Ashland acknowledges and recognizes that AETC will incur and sustain substantial capital equipment costs so that AETC can more properly perform its duties with respect to the distilling of the blend of sulfuric and nitric acids under this agreement. In further consideration of this Agreement and of AETC's promise to make the said investment Ashland shall, for a minimum period of six months from the date hereof, utilize the services of AETC exclusively for the disposal of any of its wastes containing sulfuric or nitric acids or blends of these two in accordance with the price quotes, annexed hereto as Exhibit A. Ashland acknowledges that it is required to use the sole services of AETC with respect to the disposal of its sulfuric and nitric acid wastes for this minimum period regardless of Ashland's ability subsequent to the date of signing to obtain a better price quotation than that set forth in Schedule A.

Ashland further agrees that subsequent to the expiration of this initial six (6) months period but prior to the expiration of this Agreement it will grant AETC the right of last refusal to meet any valid bid or price quotation with respect to the removal of any sulfuric or nitric acid blends by any other contractor. Ashland shall submit, in writing, all such other bids or quotations

from other contractors to the offices of AETC and in the event that AETC cannot or will not meet the submitted bid or price within thirty (30) days of its submission then Ashland may terminate this agreement in whole or in part.

13. Subject to the non-cancellation provisions of paragraph 12 concerning sulfuric and nitric acid blends, this Agreement may be terminated by the Contractor or Ashland at any time by the delivery of written notice of the terminating party's intention so to terminate at least thirty (30) days prior to the effective date of such termination; provided, however, that any such termination shall not release either party from any of its obligations hereunder accruing prior to the effective date of termination.

WITNESS THE following signatures as of the day and year first above written.

ADVANCED ENVIROMENTAL TECHNOLOGY, INC.

ASHLAND CHEMICAL COMPANY
DIVISION OF ASHLAND OIL

By: _____

By: _____

Title: _____

Title: _____

Authorized Representative